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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

STEVE MARTINEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,
v.

RADIANT SERVICES CORP., a California
corporation; and DOES 1-50, Inclusive,

Defendant.

Case No. 22STCV23115
(Related to case No. 22STCV37683)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 3, 2026
Time: 10:00 a.m.

Judge: Hon. Samantha Jessner
Dept.: 7

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1 Plaintiffs’ motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement (“Agreement”) and Motion for Class Counsel Award, Class Counsel Attorneys’
3 Expenses, and Class Representative Service Awards duly came on for hearing on September 3,
4 2026, before the above-entitled Court. Zakay Law Group, APLC, JCL Law Firm, APC, and
5 Blackstone Law, APC appeared on behalf of Plaintiffs Steve Martinez and Carla Beatriz Recinos
6 Castillo (“Plaintiffs”). LightGabler LLP appeared on behalf of Defendant Radiant Services Corp.
7 and Binder and Kalioundji, LLP appeared on behalf of Defendant Humanitas Holdings, Inc.
8 (collectively, “Defendants”).

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Los Angeles (“Court”), Case No. 22STCV23115,
17 entitled *Steve Martinez v. Radiant Services Corp.*, and related Case No. 22STCV37683, entitled
18 *Carla Recinos Castillo v. Radiant Services Corp. et al.*, and over all Parties to this litigation,
19 including the Class.

20 **Preliminary Approval of the Settlement**

21 3. On May 5, 2026, the Court granted preliminary approval of the Class Action
22 and PAGA Settlement. At the same time, the Court approved certification of a provisional
23 settlement class for settlement purposes only. The Court confirms this Order and finally approves
24 the Settlement and the certification of the Class.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Class Notice was
27 mailed by first class mail to the Class Members at their last known addresses on June 22, 2026.
28 Mailing of the Class Notice to Class Members’ last known addresses was the best notice practicable

1 under the circumstances and was reasonably calculated to communicate actual notice of the
2 litigation and the proposed settlement to the Class Members. The Court finds that the Class Notice
3 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

4 5. The Response Deadline for opting out, objecting, or disputing Workweeks or
5 Pay Periods was August 6, 2026, subject to an extended deadline of August 20, 2026, for re-mailed
6 Notice Packets. There was an adequate interval between notice and deadline to permit Class
7 Members to choose what to do and act on their decision. No Class Members objected. No Class
8 Member requested exclusion.

9 **Fairness Of the Settlement**

10 6. The Agreement provides for a Gross Settlement Sum of Four Hundred Forty-
11 Two Thousand Four Hundred Eighty Dollars and Zero Cents (\$442,480.00). The Agreement is
12 entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

13 a. The Settlement was reached through arm's-length bargaining
14 between the Parties. There is no evidence of any collusion between the Parties in reaching the
15 proposed Settlement.

16 b. The Parties' investigation and discovery have been sufficient to allow
17 the Court and counsel to act intelligently.

18 c. Counsel for all parties are experienced in similar employment class
19 action litigation and have previously settled similar class claims on behalf of employees claiming
20 compensation. All counsel recommended approval of the Settlement.

21 d. No objections were received. No requests for exclusion were
22 received.

23 e. The participation rate is high. 100% of Class Members will be
24 participating in the Settlement and will be sent Settlement Payments.

25 7. The consideration to be given to the Settlement Class Members and PAGA
26 Aggrieved Employees under the terms of the Agreement is fair, reasonable, and adequate
27 considering the strengths and weaknesses of the claims asserted in the Actions and is fair,
28 reasonable, and adequate compensation for the release of the Settled Class Claims and PAGA

Released Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Actions.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members and PAGA Aggrieved Employees.

PAGA Payment

9. The Agreement provides for a PAGA Payment in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and the allocation of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) to the Labor and Workforce Development Agency ("LWDA Payment") and Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) to PAGA Aggrieved Employees as individual PAGA payments is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

Class Counsel Award

10. The Agreement provides for a Class Counsel Award in an amount not to exceed \$182,493.33, consisting of Attorneys' Fees of one-third (1/3) of the Gross Settlement Sum, currently estimated to be One Hundred Forty-Seven Thousand Four Hundred Ninety-Three Dollars and Thirty-Three Cents (\$147,493.33), and Class Counsel Attorneys' Expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00).

11. A Class Counsel Award in an amount of \$182,399.99, consisting of Attorneys' Fees of one-third (1/3) of the Gross Settlement Sum, consisting of Attorneys' fees in the amount of One Hundred Forty-Seven Thousand Four Hundred Ninety-Three Dollars and Thirty-Three Cents (\$147,493.33), and Class Counsel Attorneys' Expenses in an amount of Thirty-Four Thousand Nine Hundred and Six Dollars and Sixty-Six Cents (\$34,906.66) are reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents one-third of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

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1 **Class Representative Service Awards**

2 12. The Agreement provides for Class Representative Service Awards of up to
3 Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, for a total of up to Twenty
4 Thousand Dollars and Zero Cents (\$20,000.00), subject to the Court's approval. The Court finds
5 that the amount of \$10,000.00 to Plaintiff Martinez and \$10,000.00 to Plaintiff Castillo, for a total
6 of \$20,000.00, is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this
7 class action litigation.

8 **Settlement Administration Expenses Payment**

9 13. The Agreement provides for a Settlement Administration Expenses Payment
10 to be paid in an amount not to exceed Fourteen Thousand Eight Hundred Forty-Five Dollars and
11 Zero Cents (\$14,845.00). The Declaration of the Settlement Administrator provides that the actual
12 Settlement Administration Expenses Payment is \$14,845.00. The amount of this payment is
13 reasonable in light of the work performed by the Settlement Administrator.

14 **II.**

15 **ORDERS**

16 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

17 1. The Class is certified for purposes of settlement only. The Class is hereby
18 defined to include:

19 All current or former non-exempt, hourly paid employees who were either employed
20 by Defendant Radiant as drivers during the Class Period, or were employed by
21 Defendant Humanitas and were assigned to work at Defendant Radiant in any
22 position in California during the Class Period, which is defined as the period from
December 1, 2018 through July 18, 2025. The Class Members shall not include any
persons who signed settlement agreements or severance agreements during the
normal course of their employment with Defendants.

23 2. There are 1382 members of the Class. Every person in the Class who did not
24 opt out is a Settlement Class Member. After providing Notice to the Class, there were zero opt outs
25 to the Settlement, and zero requests for exclusion.

26 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
27 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
28 this Order and the terms of the Agreement.

1 4. Defendants shall fund the Gross Settlement Sum within fourteen (14)
2 calendar days after the Effective Date, with Defendant Radiant obligated to pay Three Hundred
3 Thousand Dollars and Zero Cents (\$300,000.00), Defendant Humanitas obligated to pay One
4 Hundred Forty-Two Thousand Four Hundred Eighty Dollars and Zero Cents (\$142,480.00), and
5 Defendants also responsible for their respective shares of employer-side state and federal payroll
6 taxes as provided in the Agreement. In exchange, the Settlement Class Members shall release the
7 “Released Parties” from the “Settled Class Claims” and all PAGA Aggrieved Employees and
8 Plaintiffs, individually and on behalf of the Labor and Workforce Development Agency, shall
9 release the “Released Parties” from the “PAGA Released Claims.”

10 a. The “Released Parties” means Humanitas Holdings, Inc. and Radiant
11 Services Corp. and their respective affiliates, subsidiaries, parents, predecessors, successors,
12 assigns, owners, shareholders, managing agents, officers, directors, employees, attorneys, insurers,
13 PEOs, administrators, staffing agencies, agents, representatives, heirs, estates, and powers-of-
14 attorney.

15 b. The “Settled Class Claims” are defined as any and all wage and hour
16 claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising
17 out of or related to work performed by Settlement Class Members during the Class Period that: (1)
18 are alleged, were alleged, or could have reasonably been alleged based on or arising out of facts
19 asserted in the operative complaints in the Actions; or (2) are based on the facts, matters,
20 transactions, or occurrences alleged in the complaints in the Actions, whether under federal, state,
21 or common law, including violations of the California Labor Code, the California Business and
22 Professions Code sections 17200 et seq. arising from the violations of the California Labor Code
23 released herein, and the Fair Labor Standards Act. By way of illustration only and not as a limitation,
24 “Settled Class Claims” includes all types of recovery and relief available for the above-referenced
25 claims and theories of relief, including, without limitation, any claims for unpaid or untimely
26 payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid
27 double-time pay, non-compliant meal periods or rest breaks or premium pay, provisions regulating
28 hours and days of work in any IWC order, failure to provide sick pay or COVID-19 supplemental

1 pay, failure to provide notice of paid sick time accrual, unreimbursed expenses, failure to timely pay
2 wages during employment or upon separation and waiting-time penalties, failure to maintain
3 accurate records or provide requested records, failure to provide accurate, itemized wage statements
4 or other wage statement violations, and claims arising therefrom for damages, reimbursement,
5 restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive
6 or declaratory relief, chargebacks, liquidated damages, or similar relief. "Settled Class Claims" does
7 not include claims for vested retirement benefits, wrongful termination, violation of the Fair
8 Employment and Housing Act, unemployment insurance, disability, social security, or workers'
9 compensation.

10 c. The "PAGA Released Claims" are defined as any and all claims for
11 civil penalties pursuant to PAGA arising out of or related to work performed by PAGA Aggrieved
12 Employees for any acts or omissions during the PAGA Period that: (1) are alleged or were alleged, or
13 could have reasonably been alleged based on or arising out of facts asserted in the PAGA claim in the
14 operative complaints in the Actions and in Plaintiffs' PAGA administrative exhaustion/notice letters. By
15 way of illustration only and not as a limitation, "PAGA Released Claims" includes all claims for civil
16 penalties available for the above-referenced claims pursuant to PAGA, including, without limitation,
17 any claims for civil penalties pursuant to PAGA arising from unpaid or untimely payment of any wages
18 or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-
19 compliant meal periods or rest breaks or premium pay, provisions regulating hours and days of work in
20 any IWC order, failure to provide sick pay or COVID-19 supplemental pay, unreimbursed expenses,
21 failure to timely pay wages during employment or upon separation and waiting-time penalties, failure
22 to maintain accurate records or provide requested records, failure to provide accurate, itemized wage
23 statements or other wage statement violations, and any claims arising therefrom for any monetary or
24 non-monetary relief, and claims for attorneys' fees, expenses, and costs that may be obtained under the
25 PAGA statute. The "PAGA Period" is defined as the period from May 13, 2021 to July 18, 2025.

26 5. Class Counsel are awarded a Class Counsel Award in the amount of
27 \$182,399.99 comprised of \$147,493.33 for attorneys' fees and Class Counsel Attorneys' Expenses
28

1 in the amount of \$34,906.66 Class Counsel shall not seek or obtain any other compensation or
2 reimbursement from Defendants, Plaintiffs, or members of the Class.

3 6. The payment of the Class Representative Service Awards to Plaintiffs in the
4 amount of \$10,000.00 each, for a total of \$20,000.00 is approved.

5 7. The payment of \$14,845.00 to the Settlement Administrator for the
6 Settlement Administration Expenses Payment is approved.

7 8. The PAGA Payment of \$25,000.00 is hereby approved as fair, reasonable,
8 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
9 finds that Plaintiffs and Class Counsel negotiated the PAGA Payment at arm's-length, absent any
10 fraud or collusion.

11 9. Final Judgment is hereby entered in this action. The Final Judgment shall
12 bind each Settlement Class Member.

13 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
14 California, and all PAGA Aggrieved Employees, pursuant to the California Private Attorneys
15 General Act ("PAGA").

16 11. The Court further finds and determines that Class Counsel satisfied California
17 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising
18 under PAGA on January 30, 2026.

19 12. The Court orders Class Counsel to comply with California Labor Code §
20 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
21 entry of this Order.

22 13. The Agreement is not an admission by Defendants, nor is this Final Approval
23 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
25 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
26 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
27 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
28 in any event be construed as, or deemed to be evidence of, an admission or concession with regard

1 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
2 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
3 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
4 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
5 any of the Parties may file in the Actions or in any other proceeding this Final Approval Order and
6 Judgment, the Agreement, or any other papers and records on file in the Actions as evidence of the
7 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
8 or issue preclusion or similar defense as to the claims being released by the Settlement.

9 14. Notice of entry of this Final Approval Order and Judgment shall be given to
10 Class Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary
11 to send notice of entry of this Final Approval Order and Judgment to individual Settlement Class
12 Members and the Final Approval Order and Judgment shall be posted on the Settlement
13 Administrator's website as indicated in the Class Notice.

14 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
15 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
16 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
17 connection with the distribution of settlement benefits.

18 16. If the Settlement does not become final and effective in accordance with the
19 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Sum to
20 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
21 Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall
22 be vacated.

23 **IT IS SO ORDERED.**

24 DATED: _____, 2026

27 _____
28 Hon. Samantha Jessner
JUDGE OF THE SUPERIOR COURT